



IPW

PATENT
5957-63700

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 10/696,600
Filed: October 29, 2003
Inventor: Hatalsky et al.
Title: Dynamic compression
of a video stream

Atty. Dkt. No: 5957-63700

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date indicated below.

B. Noël Kivlin

Printed Name

Signature

Date

**TRANSMITTAL OF POWER OF ATTORNEY AND
NOTICE OF CHANGE OF ADDRESS**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Please find attached a Power of Attorney with regard to the above-identified patent application. Applicant respectfully requests the Commissioner to change the correspondence address for the above-identified patent application. The old correspondence address was:

PEARL COHEN ZEDEK, LLP
1500 BROADWAY 12TH FLOOR
NEW YORK, NY

The new correspondence address is:

B. Noël Kivlin
Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.
P.O. Box 398
Austin, Texas 78767-0398
(512) 853-8840
Customer ID #35690

If there are any questions regarding this matter, please contact me at the telephone number provided below.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "B. Noël Kivlin", with a small arrow pointing to the signature.

B. Noël Kivlin
Reg. No. 33,929
ATTORNEY FOR APPLICANTS

Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.
P.O. Box 398
Austin, TX 78767-0398
(512) 853-8800
Date: 1-12-06



POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Acoustic Technology, LLC. ("assignee"), a Delaware corporation having a place of business at 2215-B Renaissance Drive, Suite 5, Las Vegas, Nevada, 89119, certifies that to the best of assignee's knowledge and belief it is the assignee of the entire right, title, and interest in and to the above-referenced patent and represents that the undersigned is a representative authorized and empowered to sign on behalf of the assignee.

Assignee has reviewed the assignment documents that evidence the placement of title in the assignee, true and correct copies of which are attached hereto, and understands and believes that these assignment documents have been submitted for recordation in the U.S. Patent and Trademark Office.

Pursuant to 37 C.F.R. §§1.36 and 3.71, the assignee hereby revokes all powers of attorney previously given and appoints the following attorneys and/or agents in connection with the patent applications and patents identified in Appendix A, that are filed with the United States Patent and Trademark Office:

the practitioners at Customer Number 35690, and

Mark K. Brightwell	Reg. No. 47,446	Mario J. Lewin	Reg. No. 54,268
Kay A. Colapret	Reg. No. 52,759	Lawrence J. Merkel	Reg. No. 41,191
Stephen J. Curran	Reg. No. 50,664	Eric B. Meyertons	Reg. No. 34,876
Mark R. DeLuca	Reg. No. 44,649	Neal E. Persky	Reg. No. 53,452
Heather L. Flanagan	Reg. No. 54,101	Liza Philip	Reg. No. 51,352
Russell Henrichs	Reg. No. 50,354	David W. Quimby	Reg. No. 39,338
Erik A. Heter	Reg. No. 50,652	Rory D. Rankin	Reg. No. 47,884
Jeffrey C. Hood	Reg. No. 35,198	Gareth Sampson	Reg. No. 52,191
Rajiv Jauhari	Reg. No. 55,850	Chris Thompson	Reg. No. 43,188
B. Noël Kivlin	Reg. No. 33,929	Mark S. Williams	Reg. No. 50,658
Robert C. Kowert	Reg. No. 39,255		

each of said attorneys or agents being a member or an associate of the firm of Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C., as its attorney or agent for so long as they remain with such firm, with full power of substitution and revocation, to prosecute the application, to make alterations and amendments therein, to transact all business in the Patent and Trademark Office in connection therewith, and to receive any Letters Patent, and for one year after issuance of such Letters Patent to file any request for a certificate of correction that may be deemed appropriate.

Pursuant to 37 C.F.R. §3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor(s).

Send all future correspondence to:

B. Noël Kivlin
Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.
P.O. Box 398
Austin, Texas 78767-0398
(512) 853-8800

Assignee of Interest

Acoustic Technology, LLC.
2215-B Renaissance Drive, Suite 5,
Las Vegas, Nevada , 89119

Dated: 29 MAR 2006

By: 

Title: AUTHORIZED PERSON

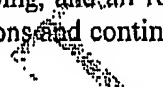
APPENDIX A

VHKKG	Portfolio	Entity	Filing Date	Patent/App No.	Title
63500	Media 100	Acoustic Technology LLC	4/16/93	5,506,932	SYNCHRONIZING DIGITAL AUDIO TO DIGITAL VIDEO
63501	Media 100	Acoustic Technology LLC	4/8/96	5,748,842	SYNCHRONIZING DIGITAL AUDIO TO DIGITAL VIDEO
63502	Media 100	Acoustic Technology LLC	12/9/97	6,049,769	SYNCHRONIZING DIGITAL AUDIO TO DIGITAL VIDEO
63600	Media 100	Acoustic Technology LLC	9/9/99	6,473,132	METHOD AND APPARATUS FOR EFFECTING VIDEO TRANSITIONS
63700	Media 100	Acoustic Technology LLC	10/29/03	10/696,600	Dynamic compression of a video stream
63800	Media 100	Acoustic Technology LLC	10/29/03	10/345,851	Apparatus and method for creating effects in video
63900	Media 100	Acoustic Technology LLC	2/15/02	10/077,107	Video and audio processing control
64000	Media 100	Acoustic Technology LLC	3/16/95	5,488,695	VIDEO PERIPHERAL BOARD IN EXPANSION SLOT INDEPENDENTLY EXERCISING AS BUS
64001	Media 100	Acoustic Technology LLC	1/29/96	6,006,020	VIDEO PERIPHERAL CIRCUITRY EXERCISING BUS MASTER CONTROL OVER A BUS OF A HOST COMPUTER
64002	Media 100	Acoustic Technology LLC	11/16/98	6,141,709	PERIPHERAL CIRCUITSRY FOR PROVIDING VIDEO I/O CAPABILITIES TO A GENERAL PURPOSE HOST COMPUTER
64100	Media 100	Acoustic Technology LLC	4/16/93	08/049,100	DISPLAYING A SUBSAMPLED VIDEO IMAGE ON A COMPUTER DISPLAY

64101	Media 100	Acoustic Technology LLC	5/30/95	5,471,577	DISPLAYING A SUBSAMPLED VIDEO IMAGE ON A COMPUTER DISPLAY
64102	Media 100	Acoustic Technology LLC	11/27/95	5,706,451	DISPLAYING A SUBSAMPLED VIDEO IMAGE ON A COMPUTER DISPLAY
64200	Media 100	Acoustic Technology LLC	4/16/93	08/048,782	ADAPTIVE VIDEO DECOMPRESSION
64201	Media 100	Acoustic Technology LLC	4/16/93	08/048,458	ADAPTIVE VIDEO COMPRESSION USING VARIABLE QUANTIZATION
64202	Media 100	Acoustic Technology LLC	5/30/95	08/454,428	ADAPTIVE VIDEO DECOMPRESSION
64203	Media 100	Acoustic Technology LLC	9/7/95	08/524,774	ADAPTIVE VIDEO DECOMPRESSION
64204	Media 100	Acoustic Technology LLC	3/5/96	08/611,025	ADAPTIVE VIDEO DECOMPRESSION
64205	Media 100	Acoustic Technology LLC	11/6/97	5,926,223	ADAPTIVE VIDEO DECOMPRESSION
64206	Media 100	Acoustic Technology LLC	11/6/97	5,909,250	ADAPTIVE VIDEO COMPRESSION USING VARIABLE QUANTIZATION
64207	Media 100	Acoustic Technology LLC	5/17/99	6,072,836	ADAPTIVE VIDEO COMPRESSION AND DECOMPRESSION
64300	Media 100	Acoustic Technology LLC	3/6/00	6,392,713	Digital Processing Amplifier for Transforming Component Digital Video Data
64400	Media 100	Acoustic Technology LLC	11/16/99	6,362,854	EFFECTING VIDEO TRANSITIONS BETWEEN VIDEO STREAMS WITH A BORDER
64500	Media 100	Acoustic Technology LLC	2/24/99	6,577,776	TRANSFORMING VIDEO IMAGES
64600	Media 100	Acoustic Technology LLC	9/21/99	6,243,143	EFFECTING VIDEO TRANSITIONS BETWEEN VIDEO STREAMS
64700	Media 100	Acoustic Technology LLC	3/9/98	6,351,765	NONLINEAR VIDEO EDITING SYSTEM

64800	Media 100	Acoustic Technology LLC	3/19/98	6,542,692	NONLINEAR VIDEO EDITOR
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*Exhibit B***ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, Optibase Ltd. having offices at 7 Shenkar Street, Herzeliya, Israel ("Optibase Israel") and Optibase Inc., a California Corporation with its principal place of business at 1250 Space Park Way, Mountain View, California, 94043, USA ("Optibase US" and, together with Optibase Israel), ("*Assignor*"), do hereby sell, assign, transfer and convey unto Acoustic Technology LLC, a Nevada limited liability company, having an office at 2215-B Renaissance Drive, Suite 5, Las Vegas, NV 89119 ("*Assignee*") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "*Patent Rights*"): 

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title and Inventor(s)</u>
5,506,932	USA	April 9, 1996	SYNCHRONIZING DIGITAL AUDIO TO DIGITAL VIDEO. HOLMES; DANIEL J. (MARLBORO, MA); MOLNAR; JOHN W. (CHELMSFORD, MA); TARR; MORTON H. (BOLTON, MA)
5,748,842	USA	May 5, 1998	SYNCHRONIZING DIGITAL AUDIO TO DIGITAL VIDEO. HOLMES; DANIEL J. (MARLBORO, MA); MOLNAR; JOHN W. (CHELMSFORD, MA); TARR; MORTON H. (BOLTON, MA)
5,488,695	USA	January 30, 1996	VIDEO PERIPHERAL BOARD IN EXPANSION SLOT INDEPENDENTLY EXERCISING AS BUS MASTER CONTROL OVER SYSTEM BUS IN ORDER TO RELIEF CONTROL OF HOST COMPUTER. CUTTER; DANIEL F. (BOXBORO, MA)
6,006,020	USA	December 21, 1999	VIDEO PERIPHERAL CIRCUITRY EXERCISING BUS MASTER CONTROL OVER A BUS OF A HOST COMPUTER. CUTTER; DANIEL F. (BOXBORO, MA)
5,471,577	USA	November 28, 1995	DISPLAYING A SUBSAMPLED VIDEO IMAGE ON A COMPUTER DISPLAY. LIGHTBODY; TIMOTHY R. (NORTHBORO, MA); CUTTER; DANIEL F. (BOXBORO, MA); NOWOKIJSKI; BRIAN M. (LEOMINSTER, MA)
5,706,451	USA	January 6, 1998	DISPLAYING A SUBSAMPLED VIDEO

			IMAGE ON A COMPUTER DISPLAY. LIGHTBODY; TIMOTHY R. (NORTHBORO, MA); CUTTER; DANIEL F. (BOXBORO, MA); NOWOLINSKI; BRIAN M. (LEOMINSTER, MA)
5,909,250	USA	June 1, 1999	ADAPTIVE VIDEO COMPRESSION USING VARIABLE QUANTIZATION. HARDIMAN; JAMES M. (MENDON, MA)
5,926,223	USA	July 20, 1999	ADAPTIVE VIDEO DECOMPRESSION. HARDIMAN; JAMES M. (MENDON, MA)
6,049,769	USA	April 11, 2000	SYNCHRONIZING DIGITAL AUDIO TO DIGITAL VIDEO. HOLMES; DANIEL J. (MARLBORO, MA); MOLNAR; JOHN W. (CHILMARK, MA); TARR; MORTON F. (BOLTON, MA)
6,072,836	USA	June 6, 2000	ADAPTIVE VIDEO COMPRESSION AND DECOMPRESSION. HARDIMAN; JAMES M. (MENDON, MA)
6,141,709	USA	October 31, 2000	PERIPHERAL CIRCUITRY FOR PROVIDING VIDEO I/O CAPABILITIES TO A GENERAL PURPOSE HOST COMPUTER. CUTTER; DANIEL F. (BOXBORO, MA)
6,351,765	USA	February 26, 2002	NONLINEAR VIDEO EDITING SYSTEM. PIETROPOLLO; SUZANNE MARIE (CARLISLE, MA); DIBELLO; PHILLIP T. (BILMERIC, MA); SCOTTO, JR.; ANTHONY M. (ACTON, MA)
6,243,143	USA	June 5, 2001	EFFECTING VIDEO TRANSITIONS BETWEEN VIDEO STREAMS. HATALSKY; JEFFREY F. (FRAMINGHAM, MA); PIERKE; JOHN R. (HOPKINTON, MA)
6,362,854	USA	March 26, 2002	EFFECTING VIDEO TRANSITIONS BETWEEN VIDEO STREAMS WITH A BORDER. PIERKE; JOHN R. (HOPKINTON, MA); HOUSEKEEPER; MARSHALL RICHARD (UPTON, MA); HINCHEY; KEVIN (NORTHBOROUGH, MA)
6,392,713 B1	USA	May 21, 2002	DIGITAL PROCESSING AMPLIFIER. ACKER; DAVID EDWIN (NEWTON, MA)
6,473,132	USA	October 29, 2002	METHOD AND APPARATUS FOR EFFECTING VIDEO TRANSITIONS. FOSS; BRUCE ALLAN (WORCESTER, MA)
6,542,692	USA	April 1, 2003	NONLINEAR VIDEO EDITOR. HOUSEKEEPER; MARSHALL RICHARD (UPTON, MA)

6,577,776	USA	June 10, 2003	TRANSFORMING VIDEO IMAGES. HATAISKY, JEFFREY F. (FRAMINGHAM, MA)
Pending - 20050094967	USA	May 5, 2005	DYNAMIC COMPRESSION OF A VIDEO STREAM. HATAISKY, JEFFREY F.; (FRAMINGHAM, MA); MANICKAVASAGAM, SENTHIL KUMAR; (RANDOLPH, MA); FIERKE, JOHN R.; (HOPKINTON, MA)
Pending - 20040141721	USA	July 22, 2004	APPARATUS AND METHOD FOR CREATING EFFECTS IN VIDEO. HATAISKY, JEFFREY F.; (FRAMINGHAM, MA)
Pending - 20030156821	USA	August 21, 2003	VIDEO AND AUDIO PROCESSING CONTROL. MANICKAVASAGAM, SENTHIL KUMAR; (RANDOLPH, MA); WILKINSON, DENNIS J. II; (EAST FREETOWN, MA)

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, and (ii) it has full power and authority to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee, do all reasonable things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at _____
on _____.

ASSIGNOR

10/6/05

By:

U. Brei S.F. Wyler

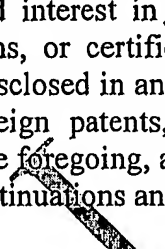
Name: Uzi Brei Tom Wyler

Title: CEO Chairman

(Signature MUST be notarized)

OPTIBASE LTD.

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Optibase Ltd. having offices at 7 Shenkar Street, Herzeliya, Israel ("Optibase Israel") and Optibase Inc., a California corporation with its principal place of business at 1250 Space Park Way, Mountain View, California, 94043, USA ("Optibase US" and, together with Optibase Israel) ("*Assignor*"), do hereby sell, assign, transfer and convey unto Acoustic Technology LLC, a Nevada limited liability company, having an office at 2215-B Renaissance Drive, Suite 5, Las Vegas, NV 89119 ("*Assignee*") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "*Patent Rights*"): 

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title and Inventor(s)</u>
5,506,932	USA	April 9, 1996	SYNCHRONIZING DIGITAL AUDIO TO DIGITAL VIDEO Daniel J. Holmes, John W. Molnar, Morton H. Tarr
5,748,842	USA	May 5, 1998	SYNCHRONIZING DIGITAL AUDIO TO DIGITAL VIDEO Daniel J. Holmes, John W. Molnar, Morton H. Tarr
6,049,769	USA	April 11, 2000	SYNCHRONIZING DIGITAL AUDIO TO DIGITAL VIDEO Daniel J. Holmes, John W. Molnar, Morton H. Tarr
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6,006,020	USA	December 21, 1999	VIDEO PERIPHERAL CIRCUITRY EXERCISING BUS MASTER CONTROL OVER A BUS OF A HOST

			COMPUTER Daniel J. Cutter
6,141,709	USA	October 31, 2000	PERIPHERAL CIRCUITRY FOR PROVIDING VIDEO I/O CAPABILITIES TO A GENERAL PURPOSE HOST COMPUTER Daniel F. Cutter
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5,706,451	USA	January 6, 1998	DISPLAYING A SUBSAMPLED VIDEO IMAGE ON A COMPUTER DISPLAY Timothy R. Lightbody, Daniel F. Cutter, Brian M. Nowokunski
6,351,765	USA	February 26, 2002	NONLINEAR VIDEO EDITING SYSTEM Suzanne Marie Peitropaolo, Phillip J. Dibello, Anthony M. Scotto, Jr.
6,542,692	USA	April 1, 2003	NONLINEAR VIDEO EDITOR Marshall Richard Houskeeper
6,577,776	USA	June 10, 2003	TRANSFORMING VIDEO IMAGES Jeffrey F. Hatalsky
6,473,132	USA	October 29, 2002	METHOD AND APPARATUS FOR EFFECTING VIDEO TRANSITIONS Bruce Allan Foss
6,243,143	USA	June 5, 2001	EFFECTING VIDEO TRANSITIONS BETWEEN VIDEO STREAMS Jeffrey F. Hatalsky, John R. Fierke
6,362,854	USA	March 26, 2002	EFFECTING VIDEO TRANSITIONS BETWEEN VIDEO STREAMS WITH A

			BORDER John R. Fierke, Marshall Richard Houskeeper, Kevin Hinchey
6,392,713 B1	USA	May 21, 2002	DIGITAL PROCESSING AMPLIFIER David Edwin Acker
5,909,250	USA	June 1, 1999	ADAPTIVE VIDEO COMPRESSION USING VARIABLE QUANTIZATION James M. Hardiman
5,926,223	USA	July 20, 1999	ADAPTIVE VIDEO DECOMPRESSION James M. Hardiman
6,072,836	USA	June 6, 2000	ADAPTIVE VIDEO COMPRESSION AND DECOMPRESSION James M. Hardiman
Pending – 20050094967	USA	May 5, 2005	DYNAMIC COMPRESSION OF A VIDEO STREAM. HATALSKY, JEFFREY F.; MANICKAVASAGAM, SENTHILKUMAR; FIERKE, JOHN
Pending – 50040141721	USA	July 22, 2004	APPARATUS AND METHOD FOR CREATING EFFECTS IN VIDEO. HATALSKY, JEFFREY F.
Pending – 2003156821	USA	August 21, 2003	VIDEO AND AUDIO PROCESSING CONTROL. MANICKAVASAGAM, SENTHILKUMAR; WILKINSON, DENNIS J. II
94/24670	WO		
94913895	EP		
682,688	AU		
2160561	CA		
94192293.6	CN		

06-523165	JP		
08/048490	US		
94/24626	WO		
94911531	EP		
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94192294.4	CN		
06-523183	JP		
08/454428	US		
08/524774	US		
08/611025	US		

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at _____

on _____.

ASSIGNOR

By: U. Breier Danny Lustiger
Name: Uzi Breier Danny Lustiger
Title: CEO CFO

OPTIBASE LTD.

(Signature MUST be notarized)

I, the undersigned, Adva Bitan, Adv. hereby confirm that this document was signed by Uzi Breier and Danny Lustiger.

Date: September 1, 2005

Adva Bitan, Adv.
License: 29022
Adva Bitan, Adv.